COMMONWEALTH OF VIRGINIA DEPARTMENT OF GENERAL SERVICES DIVISION OF PURCHASES AND SUPPLY P.O. BOX 1199 RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD

1.	DATE	January 22, 2003 (updated with Changes 01 through 17)
2.	COMMODITY NAME	ARMORED CAR SERVICES
3.	CONTRACT NUMBER	9901001-30
4.	CONTRACT PERIOD	FEBRUARY 1, 2003 THROUGH JANUARY 31, 2006
5.	SUPERSEDES	
6.	AUTHORIZED USERS SELEC	CTED STATE AGENCIES AND OTHER PUBLIC BODIES
7.	NIGP COMMODITY CODE	99010
8.	UNSPSC CODE	92121501
9.	CONTRACTOR INFORMATION	SEE INSIDE
10.	TERMS	SEE INSIDE
11.	FOR FURTHER CONTRACT INFORM (804) 786-2397 Fax	MATION CONTACT: Matt Manion, C.P.M., VCO: 804-786-5413 Email: mmanion@dgs.state.va.us
12.	VIEW/PRINT THIS CONTRACT AND	ANY CHANGES AT: http://www.dgs.state.va.us/
13.	NOTICE TO SELECTED STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for selected State Agencies named in the contract (unless otherwise indicated in item 6 above) in the purchase of any commodity or services listed herein. It the commodity or services available under this contract cannot be used by a selected agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.	
14.	with the Code of Virginia, § § 2.2-434 color, sex, national origin, age, disabil	iminate against faith-based organizations in accordance 3.1 or against a bidder or offeror because of race, religion, ity, or any other basis prohibited by state law relating to
	discrimination in employment.	Matt Manion By:
		Matt Manion, C.P.M., VCO Statewide Commodity Contract Officer

CONTRACTORS

LOT NO. 003 AT SYSTEMS, INC. FIN# 510069745

NORTHERN VA 5330 LEWIS ROAD, SUITE E REGION SANDSTON, VA 23150

JON SHERROD

TELE: 804-652-2074 (RICHMOND)

CELL: 804-641-3838 FAX: 804-652-2071

EMAIL: JSherrod@atsystemsinc.com

LOT NOS. BRINK'S U.S. FIN# 362478302

001 CENTRAL A DIVISION OF BRINK'S INCORPORATED

002 TIDEWATER 909 N. 18[™] STREET 904 ROANOKE ST. LOUIS, MO 63106 REGIONS

JULIE COVELESKI (Change 12)

TELE: 919-833-6447 FAX: 919-833-6446

EMAIL: Julie.Coveleski@brinksinc.com (Change 12)

BRINK'S BRANCH CONTACTS:

RICHMOND: WENDELL FISHER CHANGE NO. 10

CELL: 804-640-1391 CHANGE NO. 16

(Call the cell phone number first!) TELE: 804-222-9071, EXT. 237

FAX: 804-226-7835

EMAIL: wendell.fisher@brinksinc.com

CHESAPEAKE/TIDEWATER: RON MANN

TELE: 757-548-1765 FAX: 757-548-9091

EMAIL: ron.mann@brinksinc.com

ROANOKE: LARRY MCIVOR

TELE: 504-387-4284 FAX: 504-387-4290

EMAIL: larry.mcivor@brinksinc.com

LOT NO. 005 DUNBAR ARMORED, INC. FIN# 520675776

STAUNTON 50 SCHILLING ROAD REGION HUNT VALLEY, MD 21031

RUSSELL DANIELS TELE: 410-229-1906 FAX: 410-229-1907

EMAIL: rosemary.ayala@dunbararm.com

PARTICIPATING STATE AGENCY CONTACT LIST

LOT NO. 001: CENTRAL REGION:

CONTRACTOR: BRINK'S

DEPT. OF ALCOHOLIC BEVERAGE CONTROL: GARY BOND

804-213-4546 (RICHMOND) gebond@abc.state.va.us

DEPT. OF MOTOR VEHICLES: CARRIE ROBINSON

804-367-0048 (RICHMOND) carrie.robinson@dmv.virginia.gov

DEPT. OF AGRICULTURE & CONSUMER SRVCS: BARBARA LAYMAN

804-225-4887 (RICHMOND) barb.layman@vdacs.virginia.gov

DEPT. OF GAME & INLAND FISHERIES: KAREN TUCK

804-367-2779 (RICHMOND)

ktuck@dgif.state.va.us

JOHN MOORE 804-367-0309

DEPT. OF MEDICAL ASSISTANCE SERVICES: WILLIAM SYDNOR

804-786-6113 (RICHMOND) bill.sydnor@dmas.virginia.gov

DEPT. OF PROFESSIONAL & OCCUP. REG: JEFF WAITE

804-367-2786 (RICHMOND) Jeffrey.Waite@dpor.virginia.gov

DEPT. OF HEALTH: DARLENE WOODS

804-864-7066 (RICHMOND) dwoods@vdh.state.va.us

Change 07:

DEPT. OF HEALTH PROFESSIONS:

ANITA WATKINS

804-662-9931 (RICHMOND)

anita.watkins@dhp.virginia.gov (Change 12)

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DEPT. OF TAXATION: ROBERT HENLEY

804-367-8056 (RICHMOND) rhenley@tax.state.va.us

VA MUSEUM OF FINE ARTS: MARGARET HUDSON

804-340-1463 (RICHMOND) mhudson@vmfa.state.va.us

PATTY BRITTON

804-340-1545 (RICHMOND) pbritton@vmfa.state.va.us

SOUTHSIDE VA TRAINING CENTER: BECKY WILLIAMS

804-524-7176 (PETERSBURG) bwilliams@SVTC.STATE.VA.US

VCU PARKING: BLANCA MARQUEZ

804-828-7054 (RICHMOND)

bmarquez@vcu.edu

VCU CASH OPERATIONS: JEAN BODER

804-828-2135 (RICHMOND)

jboder@vcu.edu

LOT NO. 002: TIDEWATER REGION:

CONTRACTOR: BRINK'S

DEPT. OF ALCOHOLIC BEVERAGE CONTROL: GARY BOND

804-213-4546 (RICHMOND) gebond@abc.state.va.us

DEPT. OF MOTOR VEHICLES: CARRIE ROBINSON

804-367-0048 (RICHMOND) carrie.robinson@dmv.virginia.gov

COLLEGE OF WILLIAM AND MARY: LINDA NICELY

757-221-1228 (WILLIAMSBURG)

Innice@wm.edu

TIDEWATER COMMUNITY COLLEGE: ADA COOPER

757-822-2583 (PORTSMOUTH)

acooper@tcc.vccs.edu

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DEPT. OF TRANSPORTATION

(COLEMAN BRIDGE TOLL FACILITY): PENNY MORRISON

804-642-1400 (GLOUCESTER) penny.morrison@virginiadot.org

LOT NO. 003: NORTHERN VIRGINIA REGION:

CONTRACTOR: AT SYSTEMS

DEPT. OF MOTOR VEHICLES: CARRIE ROBINSON

804-367-0048 (RICHMOND) carrie.robinson@dmv.virginia.gov

NORTHERN VA COMMUNITY COLLEGE: GAIL GAINES

703-323-3058 (ANNANDALE)

ggaines@nvcc.edu

LOT NO. 004: ROANOKE REGION:

CONTRACTOR: BRINK'S

DEPT. OF MOTOR VEHICLES: CARRIE ROBINSON

804-367-0048 (RICHMOND) carrie.robinson@dmv.virginia.gov

LOT NO. 005: STAUNTON REGION:

DUNBAR ARMORED

DEPT. OF MOTOR VEHICLES: CARRIE ROBINSON

804-367-0048 (RICHMOND) carrie.robinson@dmv.virginia.gov

<u>INSTRUCTIONS</u>

- Orders: Unless otherwise instructed by the Division of Purchases and Supply, all selected departments, institutions and agencies of the Commonwealth of Virginia named in this contract may order items listed in this contract through the eVA Internet e-procurement solution, web site portal www.eva.state.va.us.
- 2. If this contract is authorized for use by localities (see line item 6, page 1), selected Virginia cities, counties, towns and political subdivisions named in this contract may order items listed in this contract through the eVA Internet e-procurement solution, web site portal www.eva.state.va.us.
- 3. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each order.
- 4. Evaluation of commodities and services and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
- 5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply web site at www.dgs.state.va.us.
- 6. <u>Renewals</u>. This contract may be renewed by the Commonwealth for three (3) successive one-year periods. The decision as to whether to exercise the renewal option will be made by the contract officer approximately 90 days in advance of the expiration date of the current term.
- 7. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified, with the exception of price adjustments to incorporate the eVA transaction fee. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. IMPORTANT! All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
- 8. This contract is the result of Invitation For Bids Contract ID# 9901001-30, issue date August 9, 2002 and incorporates all relevant documents.
- 9. Purchase Orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions may use this contract only if the orders are placed through eVA. (This paragraph added through Change 03 dated November 24, 2003).

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SCOPE OF WORK SUMMARY

(See Invitation For Bids Contract ID# 9901001-30, issue date August 9, 2002 and all relevant documents for complete Scope of Work)

- The contractor shall furnish all labor, supervision, equipment, tools, parts and materials, as necessary, to provide armored car services and/or deposit bags to selected Commonwealth of Virginia agencies and other public bodies named in this contract. For the purposes of this contract the word "Commonwealth" refers to state agencies and other public bodies specifically named in this contract.
- 2. Contractor shall pick up money, checks, securities and other property (also referred herein as "deposit") at the agency and public body locations as needed according to the Locations and Pricing Schedule spreadsheet (spreadsheet is not posted on the Division of Purchases and Supply web site. For more information, contact the Contract Officer) and deliver same to financial institutions. Contractor shall pick up deposit from the Commonwealth within two hours of the "Preferred Time of Pick-up" listed on the Locations and Pricing Schedule. Contractor shall provide armored car services on each day of the week as requested by the individual agency or institution, except Sunday or other days on which agencies or public bodies are closed. Pickup times may be adjusted by the Commonwealth in cooperation with the contractor. The Commonwealth will make the final decision on revised pick up times. Contractor shall provide service on holidays normally observed by the contractor if the Commonwealth requests service on said day. Contractor shall provide special on-call pickups as needed as well as regularly scheduled pickups. Contractor shall provide service when requested on holidays observed by Commonwealth of Virginia agencies and other public bodies.
- 3. Deposit will be placed in sealed package(s) by the location for delivery to the financial institution. Sealed packages will be marked with the name and address of the sender and receiver. Contractor shall provide receipt books as needed by the agencies and other public bodies. Contractor shall accept and give written receipt for all securely sealed packages, and its receipt shall be evidence that the packages were properly sealed. Contractor shall charge no excess items fees for up to five (5) packages per pickup. Any excess items fees charged by contractor shall be limited to \$1.00 for each package that exceeds five (5) packages per pickup. Agencies and other public bodies may consolidate smaller packages into a larger package, which will be considered one package and have one receipt with a grand total.
- 4. The contractor should complete pick up and/or delivery at the state agency or other public body and at the bank within ten (10) minutes per stop, unless otherwise detained by authorized state agency or other public body personnel or authorized bank employees. The contractor must allow, at a minimum, seven (7) minutes per stop. The number of minutes per stop will start when the contractor enters the pickup location building and end when the contractor leaves the pickup location building.
- 5. The contractor shall deliver and return deposit slips, bank bags, etc., in a timely manner to ensure uninterrupted service, as requested by the state agencies and other public bodies. Any security deposit containers, such as moneybags, that are lost by the contractor if not recovered within seven (7) days shall be replaced at no cost to the Commonwealth.
- 6. Contractor shall provide a security system to enable agencies or other public bodies to identify contractor's authorized collectors.
- 7. Upon request, the Contractor shall provide change-fund service at no charge on any day pickup locations are open, purchasing the required coin and currency with funds supplied by the location and delivering same on the same or next business day to the requesting location. Change shall be provided in the form of five (5) and one (1) dollar bills, quarters, dimes, nickels, and pennies, or as required by the agency or public body.

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- 8. Contractor shall provide armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pick up and delivery service. A minimum of two (2) such guards must be provided per vehicle. Guards shall be bonded and licensed and properly trained in the use of firearms. Guards must wear and present identification at all pick-up points. Contractor shall provide operating two-way radio and cellular telephone communication equipment for the use by guards.
- 9. Vehicles used for services provided under the contract shall be owned and operated by the contractor at the contractor's expense. All motor equipment vehicles shall be properly "armored" and equipped for the service to be performed. No standard street vehicles such as non-armored automobiles, vans, light trucks shall be used. Only armored cars meeting the standards of the accepted industry definition of such vehicles will be acceptable.

SPECIAL TERMS AND CONDITIONS SUMMARY

(See Invitation For Bids Contract ID# 9901001-30, issue date August 9, 2002 and all relevant documents for complete Special Terms and Conditions)

1. ADDITIONS/DELETIONS AND CHANGES OF SERVICE: The Commonwealth reserves the right to add and delete pickup locations, change the day and/or times of service, change the financial institution, financial institution location, and/or financial institution deposit times, add similar services, and delete services as needed during the term of the contract with written notification to the contractor. Prices for services to be added to the contract will be mutually agreed to by the Commonwealth and the contractor. Contract amendments will be issued in writing by the Department of General Services, Division of Purchases and Supply for all additions or deletions. The Commonwealth does not guarantee a minimum or maximum number of pickups per week or a minimum or maximum number of pickup locations.

2. **INSURANCE/LIABILITY**:

CRIME: Contractor shall maintain a Broad Form Crime Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the Commonwealth of Virginia as well as the home state of the contractor, and which has an A.M. Best Company rating of A+ or better, as reflected in the current A.M. Best Ratings & Reports publication, with limits of coverage of not less than dollar amounts specified in the LIABILITY section of this term and condition (see pages 13 and 14 of this solicitation) for Loss Inside the Premises and Loss Outside the Premises. The policy shall include the Theft, Disappearance and Destruction form, the Forgery or Alteration form, the Employee Dishonesty form, and the Property other than Money and Securities form. The policy shall allow a minimum of 120 days to file a proof of loss. The policy shall include temporary employees in the definition of employees. The Commonwealth of Virginia shall be named as a Loss Payee on this policy with respect to this Contract. A certificate of insurance for this insurance shall be presented to the Purchasing Agency prior to the start of service on this Contract. The certificate of insurance must show the name of the insurance company, limits and type of coverage, policy number, name and address of licensed insurance agent, as well as language referencing this Contract and Contract Number for coverage. The certificate of insurance must also provide a 90 days written cancellation notice to the contractor and the Purchasing Agency. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth. The contractor further agrees to present a certificate of insurance for each contract renewal period prior to the start of the renewal period and agrees to abide by all insurance policy warranties and conditions during the entire term of the contract.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Contractor shall maintain workers' compensation and employer's liability insurance with Code of Virginia statutory requirements and benefits and a minimum of \$100,000 in employer's liability coverage. The policy shall be placed with an insurance company with an A.M. Best Company rating of A+ or better as reflected in the current A.M. Best Ratings & Reports publication.

COMMERCIAL GENERAL LIABILITY: Contractor shall maintain broad form coverage of a minimum of

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\$1,000,000 per occurrence with a \$3,000,000 aggregate specific to this Contract with an insurance company with an A.M. Best Company, Inc. rating of A+ or better as reflected in current A.M. Best Ratings & Report publication. The policy shall include coverage for Products and Completed Operations and shall name the Commonwealth of Virginia as an additional insured. The certificate of insurance shall contain all the provisions required in the CRIME insurance requirement above.

COMMERCIAL AUTOMOBILE LIABILITY: Contractor shall maintain a commercial automobile liability insurance policy with a minimum coverage of \$1,000,000 per occurrence with a \$1,000,000 aggregate specific to this Contract with an insurance company with an A.M. Best Company rating of A+ or better as reflected in the current A.M. Best Ratings & Report publication.

The contractor shall have insurance according to the terms, conditions, and specifications of this solicitation, but in the absence, cancellation, or loss of such insurance by the contractor the contractor shall assume the entire liability for all money, checks, securities, and other property of the Commonwealth which the contractor is entrusted with.

LIABILITY: The contractor shall be liable for and insure all deposits and change-funds. The contractor shall obtain Armored Car "All-Risk" Transit and Storage Insurance, or comparable insurance, at no cost to the Commonwealth, covering coin, currency, and checks unable to be identified on a dollar for dollar, face value replacement basis up to \$50,000.00 per occurrence. The contractor shall also provide Reconstruction of Checks Insurance, or comparable insurance, at no cost to the Commonwealth, up to \$25,000.00 per occurrence, providing funds for check reconstruction, including stop payment fees, postage, labor, and any other reasonable cost in replacing checks.

Additional insurance shall be obtained by the contractor when the coin and currency of a deposit or change fund request exceeds \$50,000.00. An excess insurance charge shall be billed by the contractor for each thousand of dollars of coin and currency exceeding \$50,000.00.

The estimated daily maximum deposit of cash and checks, and the estimated daily maximum deposit of cash for each state agency and other public body location are shown on the attached Revised Schedule of Locations spreadsheet. The dollar amounts listed are estimates based on deposits in early 2002. Actual deposits may exceed the estimated deposit amounts stated. The Commonwealth does not guarantee any specific deposit amount and shall not be held responsible for any deviation. The Commonwealth reserves the right to negotiate insurance levels and monthly prices with the contractor as needed during the contract period, either by pickup location, group of locations, or all locations.

Contractor's liability commences upon receipt of any shipment from an agency location, public body location, or financial institution, and terminates upon delivery to and receipt by the designated agency location, public body location, or financial institution.

In the event of property damage or loss, the contractor shall furnish written reports as to the type and amount of the damage or loss within thirty-six (36) hours after such damage or loss.

In the event of a claim for loss under the contract, the agency or public body shall agree to promptly and diligently assist the contractor to establish the identity of the property lost or destroyed, and to take such other steps as may be necessary to assure the maximum amount of recovery at a minimum cost. Affirmative written proof of the property lost or destroyed shall be furnished to the contractor and said proof of loss, subscribed and sworn to by the agency or public body shall be substantiated by the books, records, and accounts of the agency or public body.

3. **PRICING**:

Monthly prices for each pickup location on the attached Locations and Pricing Schedule spreadsheet include

all costs, including materials, labor, equipment, transportation, holiday service, and insurance, with the exception of the following charges:

 Excess Insurance Charge: The charge per thousand dollars for additional insurance the contractor will invoice when a pickup location's deposits or change funds of coin and currency exceed \$50,000.00 (Reference Special Terms and Conditions INSURANCE/LIABILITY).

AT Systems, Inc.: \$ 0.20 per thousand dollars

Brink's U.S.: \$ 0.15 per thousand dollars

Dunbar Armored, Inc.: \$ 0.28 per thousand dollars

- 2. Excess Items Fee: Contractor shall charge no excess items fees for up to five (5) packages per pickup. Any excess items fees charged by contractor shall be limited to \$1.00 for each package that exceeds five (5) packages per pickup. Agencies and other public bodies may consolidate smaller packages into a larger package, which will be considered one package.
- 3. <u>Waiting Charge</u>: The charge per minute for services provided in excess of the minimum seven (7) minutes allowed per stop if detained by authorized agency or other public body:

AT Systems, Inc.: \$ 1.25 Waiting Charge per minute

Brink's U.S.: \$ 1.50 Waiting Charge per minute

Dunbar Armored, Inc.: \$1.25 Waiting Charge per minute

4. Special Pickup Charge:

(Special pickups are pickups not identified in the Locations and Pricing Schedule)

AT Systems:

Monday through Friday, 8:00 AM through 5:00 PM: \$ 35.00 per pick up.

Saturday, 8:00 AM through 5:00 PM: \$ 35.00 per pick up.

Other times: \$ 45.00 per pick up

Response time for special pick ups? 2-4 hours

Brink's U.S.:

Monday through Friday, 8:00 AM through 5:00 PM: \$ 50.00 per pick up.

Saturday, 8:00 AM through 5:00 PM: \$50.00 per pick up.

Other times: \$ 95.00 per pick up

Response time for special pick ups? 3 hours

Dunbar Armored, Inc.:

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Monday through Friday, 8:00 AM through 5:00 PM: \$ 25.00 per pick up.

Saturday, 8:00 AM through 5:00 PM: \$ 25.00 per pick up.

Other times:: \$ 400.00 per pick up

Response time for special pick ups? 3 hours